

**ASSIGNMENT OF AND ASSUMPTION OF LEASE AGREEMENT**

**THIS ASSIGNMENT OF AND ASSUMPTION OF LEASE AGREEMENT**

(this "Agreement"), made and entered into this \_\_\_\_ day of October, 1996, by and between  
**WEC 95B GATEWAY LIMITED PARTNERSHIP**, having an office c/o Blue Chip Partners,  
Inc., at 675 Third Avenue, 24th Floor, New York, New York 10017 ("Assignor") and  
**MAYFAIR - ORCC BUSINESS TRUST**, having an office at 1220 Market Street, Wilmington,  
Delaware 19899-2207 ("Assignee").

**WITNESSETH:**

WHEREAS, Assignor has heretofore entered into that certain lease more  
particularly described on Schedule A attached hereto and made a part hereof (the "Lease") of  
the premises (the "Premises") located in Multnomah County, Oregon, which Premises is the  
subject of a certain Contract of Sale dated as of August 31, 1996, (the "Contract") by and  
between Assignor, as seller, and Assignee, as purchaser; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title  
and interest in and to the Lease, on the terms and conditions hereinafter set forth; and Assignee  
desires to accept the assignment by Assignor of all of Assignor's right, title and interest in and  
to the Lease, on the terms and conditions hereinafter set forth, Assignee being willing to perform  
all duties and responsibilities of the Landlord under the Lease as hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual acts, obligations and  
covenants of the parties, one to the other, and other good and valuable consideration, the receipt



and legal sufficiency of which are hereby acknowledged by the parties, one to the other, it is mutually understood and agreed as follows:

1. **Assignment.** Assignor hereby assigns, sets over and transfers the Lease to Assignee, its successors and assigns, together with all of Assignor's right, title, interest, duties and responsibilities under the Lease. A fully-executed original counterpart of the Lease is simultaneously herewith being delivered to Assignee. Assignor shall indemnify Assignee against any liability and expense arising out of any breach by the Landlord under the Lease occurring through the date hereof.

2. **Acceptance of Assignment.** Assignee hereby accepts the within assignment by Assignor of the Lease and all of Assignor's right, title, interest, duties and responsibilities thereunder, and Assignee hereby covenants to assume and perform all duties and responsibilities of the Landlord under the Lease. Assignee shall indemnify Assignor against any liability and expense arising out of any breach by the Landlord under the Lease occurring after the date hereof.

3. **Survival.** This Agreement and all indemnifications hereunder shall survive closing of that certain purchase and sale transaction contemplated by the Contract.

4. **Binding Effect.** This Agreement shall be binding upon the parties hereto, their successors and assigns.

5. **Modification.** This Agreement may not be modified, revoked or amended other than in writing.

6. **Governing Law.** This Agreement shall be governed by and in accordance with the laws of the State of Oregon.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

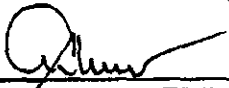
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the date first above written.

**ASSIGNOR:**


**WEC 95B GATEWAY  
LIMITED PARTNERSHIP,  
a Texas limited partnership**

By: **BC Portland Partners, Inc.,  
a Delaware corporation,  
its general partner**

By:   
Name: Arthur Walker  
Title: President

**ASSIGNEE:**

**MAYFAIR - ORCC BUSINESS TRUST,  
a Delaware business trust**

By:   
Name: Charles J. Durante  
Title: Trustee

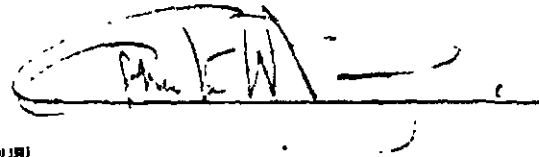
**SCHEDULE A**

Lease dated as of November 7, 1995, by and between WEC 95B Gateway Limited Partnership, a Texas limited partnership, as Landlord, and Circuit City Stores, Inc., a Virginia corporation, as Tenant.

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK )

This instrument was acknowledged before me on the 23 day of October, 1996, by Arthur Walker the President of BC PORTLAND PARTNERS, INC., a Delaware corporation, the general partner of WEC 95B GATEWAY PARTNERSHIP, a Texas limited partnership, on behalf of said corporation by authority of the board of directors of said corporation as the act and deed of said limited partnership.

(SEAL)



EMMA K. MAJURI  
Notary Public, State of New York  
No. 24-6001-404  
Qualified in Kings County  
Certificate Filed in Kings County  
Commission Expires September 8, 1997

My commission expires:

Print Name of Notary:

\_\_\_\_\_

Emma K. Majuri

STATE OF DELAWARE  
COUNTY OF New Castle, to wit:

I, a Notary Public of the County and State aforesaid, certify that Charles J. Durante personally appeared before me this day and acknowledged that (s)he is the Trustee of MAYFAIR - ORCC BUSINESS TRUST, a Delaware business trust, Assignee and that by authority duly given and as the act of the trust, the foregoing instrument was signed in its name by its Trustee.

Witness my hand and official stamp or seal this 24th day of October, 1996.

Jacqueline E. Cole  
Notary Public.

My commission expires:

JACQUELINE E. COLE  
NOTARY PUBLIC-DELAWARE  
My commission expires Oct 10 2000

EXHIBIT A

LEGAL DESCRIPTION

PARCEL I:

A parcel of land in the Southwest one quarter of the Southwest one quarter of Section 27, Township 1 North, Range 2 East, Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the Southwest corner of said Section 27, a brass disk located in a monument box at the intersection of the centerlines of Northeast Halsey Street and Northeast 102nd Avenue; thence North 00°34'14" East, along the centerline of Northeast 102nd Avenue and the section line, 407.92 feet; thence leaving said centerline South 89°25'46" East, 40.00 feet to the Easterly right of way line of Northeast 102nd Avenue, a brass screw with a brass washer stamped PLS 2045 and the true point of beginning of the herein described parcel; thence North 00°34'14" East, along said Easterly right of way line, 252.51 feet to a brass screw with a brass washer stamped PLS 2045; thence leaving said right of way line South 89°34'20" East, along the Northerly line of said parcel as established by Circuit Court Decree Number 269-568 E, dated June 1, 1961, 462.36 feet; thence leaving said line South 00°34'05" West, 140.15 feet; thence North 89°37'00" West, 150.00 feet to the Westerly right of way line of Northeast 103rd Place; thence South 00°34'05" West, along said Westerly right of way line, 240.00 feet to the intersection of the Westerly right of way line of Northeast 103rd Place and the Northerly right of way line of Northeast Weidler Street; thence North 89°37'00" West, along the Northerly right of way line of Northeast Weidler Street, 157.43 feet to a 5/8 inch iron rod with a yellow plastic cap marked PLS 2045; thence continuing along said right of way line of North 00°33'00" East, 128.00 feet; thence continuing along said right of way line North 89°37'00" West 154.90 feet to the true point of beginning.

PARCEL II:

A parcel of land in the Southwest one quarter of the Southwest one quarter of Section 27, Township 1 North, Range 2 East, Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, being the North 30 feet of Lot 3, HOUGHTON ADDITION, City of Portland, Multnomah County, Oregon, and described as follows:

Beginning at the Southwest corner of said Section 27, a brass disk located in a monument box at the intersection of the centerlines of Northeast Halsey Street and Northeast 102nd Avenue; thence North 61°18'06" East, 575.90 feet to a 5/8 inch iron rod with a yellow plastic cap marked PLS 2045 set at the Southeasterly corner of said parcel and a point on the Northerly right of way line of Northeast Weidler Street 40.00 feet North of the centerline of said Northeast Weidler Street and the true point of beginning of the herein described parcel; thence North 89°37'00" West, 100.00 feet to a 5/8 inch iron rod with a plastic cap marked PLS 2045, set at the intersection of the North right of way line of Northeast Weidler Street and the Easterly right of way line of Northeast 103rd Place; thence North 00°34'05" East, along the Easterly right of way line of Northeast 103rd Place, 30.00 feet to the Northwest corner of said Lot 3 of HOUGHTON ADDITION; thence leaving said right of

(Continued)



LEGAL DESCRIPTION

way line, South 89°37'00" East, along the North line of said Lot 3, 100.00 feet to the Northeast corner of said Lot 3; thence along the East line of said Lot 3, South 00°34'05' West, 30.00 feet to the true point of beginning;

TOGETHER WITH right of access to Northeast Weidler across a 10 foot strip between said Northeast Weidler and the subject property included in contract recorded November 27, 1962, in Miscellaneous Book 349, Page 660.

### ASSIGNMENT OF LOAN DOCUMENTS

**THIS ASSIGNMENT OF LOAN DOCUMENTS** (this "Assignment"), made as of the 16th day of January, 1997, by **CAPITAL LEASE FUNDING, L.P.**, a Delaware limited partnership, having an address at 85 John Street, 12<sup>th</sup> Floor, New York, NY 10038 ("Assignor") to **LASALLE BANK NATIONAL ASSOCIATION f/k/a LASALLE NATIONAL BANK**, as trustee for **Corporate Credit-Backed Pass-Through Certificates, Series 1997-CTL-1**, having an address of 135 South LaSalle Street, Chicago, IL, 60603 ("Assignee").

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States and other good and valuable consideration, to it in hand paid at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, Assignor has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto Assignee:

All right, title and interest of Assignor to the Mortgage described on the Schedule of Mortgages attached hereto as Exhibit B;

TOGETHER WITH the note or notes described or referred to in said Mortgage, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage and all other instruments, documents, certificates and letters executed in connection therewith;

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever.

Said Mortgage encumbers, among other things, all of those certain lots, pieces or parcels of land described in Exhibit A annexed hereto and made a part hereof, together with the buildings and improvements erected thereon.

This Assignment is executed without recourse to Assignor and without representation, covenant or warranty of any kind whatsoever.



IN WITNESS WHEREOF, the Assignor has caused these presents to be  
duly executed as of the day and year first above written.

Capital Lease Funding, L.P., a Delaware  
Limited Partnership. By: CLF Holdings, Inc.  
Its general partner

Christina Rodriguez  
Witness Christina Rodriguez

By: Robert Blanz  
Name: Senior Vice President  
Title: \_\_\_\_\_

Monique Constant  
Witness Monique Constant

[CORPORATE SEAL]

STATE OF New York )  
COUNTY OF New York ) SS:

On the 21 day of March in the year 2006, before me, the  
undersigned, personally appeared Robert C. Blanz and is the  
Senior Vice President of Assignor, personally known to me or proved to me on  
the basis of satisfactory evidence to be the individual(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed  
the same in his/~~her/their~~ capacity(ies) and that by his/~~her/their~~ signatures(s) on the  
instrument, the individual(s), or the person on behalf of which the individual acted,  
executed the instrument.

Witness my hand and official seal.

Julianne Gaier  
Notary Public: Julianne Gaier

[Notary Seal]

My Commission Expires: June 20, 2009

JULIANNE GAISER  
Notary Public, State of New York  
No. 01GA6128919  
Qualified in New York County  
Commission Expires June 20, 2009

## EXHIBIT A - LEGAL DESCRIPTION

### PARCEL I:

A Parcel of Land in the Southwest one quarter of the Southwest one quarter of Section 27, Township 1 North, Range 2 East, Willamette Meridian, City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the Southwest corner of said Section 27, a Brass Disk located in a monument box at the intersection of the centerlines of Northeast Halsey Street and Northeast 102nd Avenue; thence North  $00^{\circ} 34' 14''$  East, along the centerline of Northeast 102nd Avenue and the Section line, 407.92 feet; thence leaving said centerline South  $89^{\circ} 25' 46''$  East, 40.00 feet to the Easterly Right of Way line of Northeast 102nd Avenue, a brass screw with a brass washer stamped PLS 2045 and the True Point of Beginning of the herein described parcel; thence North  $00^{\circ} 34' 14''$  East, along said Easterly Right of Way line, 252.51 feet to a Brass Screw with a Brass Washer stamped PLS 2045; thence leaving said Right of Way line South  $89^{\circ} 34' 20''$  East, along the northerly line of said parcel as established by Circuit Court Decree Number 269-568 E, dated June 1, 1961, 462.36 feet; thence leaving said line South  $00^{\circ} 34' 05''$  West, 140.15 feet; thence North  $89^{\circ} 37' 00''$  West, 150.00 feet to the Westerly Right of Way line of Northeast 103rd Place; thence South  $00^{\circ} 34' 05''$  West, along said Westerly Right of Way line, 240.00 feet to the intersection of the Westerly Right of Way line of Northeast 103rd Place and the Northerly Right of Way line of Northeast Weidler Street; thence North  $89^{\circ} 37' 00''$  West, along the Northerly Right of Way line of Northeast Weidler Street, 157.43 feet to a 5/8 inch iron rod with a yellow plastic cap marked PLS 2045; thence continuing along said Right of Way line North  $00^{\circ} 33' 00''$  East, 128.00 feet; thence continuing along said Right of Way line North  $89^{\circ} 37' 00''$  West, 154.90 feet to the True Point of Beginning. Basis of Bearings Private Survey filed in the Multnomah County Surveyor's Office as Survey Number 53940.

### PARCEL II:

A parcel of land in the Southwest one quarter of the Southwest one quarter of Section 27, Township 1 North, Range 2 East, Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, being the North 30 feet of Lot 3, HOUGHTON ADDITION, City of Portland, Multnomah County, Oregon, and described as follows:

Beginning at the Southwest corner of said Section 27, a brass disk located in a monument box at the intersection of the centerlines of Northeast Halsey Street and Northeast 102nd Avenue; thence North  $61^{\circ} 18' 06''$  East, 575.90 feet to a 5/8 inch iron rod with a yellow plastic cap marked PLS 2045 set at the Southeast corner of said parcel and a point on the Northerly right of way line of Northeast Weidler Street 40.00 feet North of the centerline of said Northeast Weidler Street and the true point of beginning of the herein described parcel; thence North  $89^{\circ} 37' 00''$  West, 100.00 feet to a 5/8 inch iron rod with a plastic cap marked PLS 2045, set at the intersection of the North right of way line of Northeast Weidler Street and the Easterly right of way line of Northeast 103rd Place; thence North  $00^{\circ} 34' 05''$  East, along the Easterly right of way line of Northeast 103rd Place, 30.00 feet to the Northwest corner of said

Lot 3 of HOUGHTON ADDITION; thence leaving said right of way line, South 89° 37' 00" East, along the North line of said Lot 3, 100.00 feet to the Northeast corner of said Lot 3; thence along the East line of said Lot 3, South 00° 34' 05" West, 30.00 feet to the true point of beginning;

TOGETHER WITH right of access to Northeast Weidler across a 10 foot strip between said Northeast Weidler and the subject property included in contract recorded November 27, 1962, in Miscellaneous Book 349, page 660.

**EXHIBIT B**

**[SCHEDULE OF MORTGAGE(S)]**

**(Name of Instrument):** Deed of Trust, Security Agreement and Assignment of Leases and Rents

**Borrower:** WEC 95B Gateway Limited Partnership, a Texas limited partnership

**Lender:** Capital Lease Funding, L.P., a Delaware limited partnership

**Document Dated:** November 07, 1995

**Recording Date:** November 14, 1995

**Book:** 95      **Page:** 141445

**County:** Multnomah

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**(Name of Instrument):** Assignment of Beneficial Interest under Deed of Trust, Assignment of Leases and Rents, and Security Agreement

**Assignor:** Capital Lease Funding, L.P., a Delaware limited partnership

**Assignee:** CS First Boston Mortgage Capital Corp., a Delaware corporation

**Document Dated:** November 07, 1995

**Recording Date:** November 14, 1995

**Book:** 95      **Page:** 141448

**County:** Multnomah

**(Name of Instrument):** Assignment of Beneficial Interest under Deed of Trust,  
Assignment of Leases and Rents, and Security Agreement

**Assignor:** CS First Boston Mortgage Capital Corp., a Delaware corporation

**Assignee:** Capital Lease Funding, L.P., a Delaware limited partnership

**Document Dated:** July 19, 1996

**Recording Date:** October 30, 1996

**Document No.:** 96164643

**County:** Multnomah

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**(Name of Instrument):** Assignment of Lease and Rents

**Borrower:** WEC 95B Gateway Limited Partnership, a Texas limited partnership

**Lender:** Capital Lease Funding, L.P., a Delaware limited partnership

**Document Dated:** November 07, 1995

**Recording Date:** November 14, 1995

**Book:** 95      **Page:** 141446

**County:** Multnomah

**(Name of Instrument):** Assignment of Assignment of Leases and Rents

**Assignor:** Capital Lease Funding, L.P., a Delaware limited partnership

**Assignee:** CS First Boston Mortgage Capital Corp., a Delaware corporation

**Document Dated:** November 07, 1995

**Recording Date:** November 14, 1995

**Book:** 95 **Page:** 141449

**County:** Multnomah

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**(Name of Instrument):** Assignment of Assignment of Leases and Rents

**Assignor:** CS First Boston Mortgage Capital Corp., a Delaware corporation

**Assignee:** Capital Lease Funding, L.P., a Delaware limited partnership

**Document Dated:** July 19, 1996

**Recording Date:** October 30, 1996

**Document No.:** 96164642

**County:** Multnomah